

**EXHIBIT A****JUNE 4, 2008**  
MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

NORTHSHORE STEEL, INC.	)	Civil Action No. 08cv2147
	)	
Plaintiff,	)	Judge Pallmeyer
	)	
vs.	)	Magistrate Judge Denlow
	)	
RELIABLE GALVANIZING	)	
COMPANY,	)	
	)	<b>JURY TRIAL DEMANDED</b>
Defendant.	)	

**AMENDED COMPLAINT AT LAW**

NOW COMES the Plaintiff, Northshore Steel, Inc., by and through its attorney, Kenneth D. Butler of Kenneth D. Butler, Ltd., 11 East Superior Street, Suite 555, Duluth, Minnesota 55802, and complaining of Defendant Reliable Galvanizing Company, alleges the following:

**JURISDICTION**

1. Plaintiff is a corporation incorporated under the laws of the State of Minnesota, having its principal place of business located at 1528 Highway #2, Two Harbors, MN 55616.
2. Defendant is a corporation incorporated under the laws of the State of Illinois, having its principal place of business located at 819 West 88<sup>th</sup> Street, Chicago, Illinois 60620.
3. That this cause involves an amount in controversy in excess of Seventy-five Thousand and no/100 Dollars (\$75,000.00), exclusive of costs and interest.
4. The subject matter jurisdiction is proper pursuant to 28 U.S.C. §1332.

**VENUE**

1. That the occurrence giving rise to this litigation occurred within the Northern

District of Illinois in the City of Chicago, Illinois.

2. That venue is proper within the Northern District of Illinois pursuant to 28 U.S.C. §1391.

### **FACTS**

1. In the spring of 2006 a representative of Plaintiff contacted Defendant by telephone and facsimile transmission to learn if Defendant could galvanize fabricated steel trusses manufactured by Plaintiff in Two Harbors, Minnesota. Attached as Exhibit A is a description of the trusses prepared by the Plaintiff and faxed to Defendant. The notations on Exhibit A are mainly those of a representative of Defendant and show, among other things, a price of 16 cents per pound for Defendant to fabricate the trusses.
2. Around the same time a verbal argument was reached between the Plaintiff and Defendant for Defendant to galvanize the fabricated steel trusses and other steel material shipped to it by Plaintiff at 15 cents per pound.
3. Said verbal agreement between Plaintiff and Defendant further required Defendant to ship the galvanized trusses and other steel material F.O.B. 819 West 88<sup>th</sup> Street, Chicago, Illinois 60620 to Consumers Energy, J.H. Campbell Complex at 17000 Croswell, West Olive, Michigan 49460 ("Jobsite"). Consumers Energy ("Owner") was the owner of the facility being built at that location ("Project"). Lakehead Constructors, Inc., 2916 Hill Avenue, Superior, Wisconsin 54880 ("Lakehead") was the Owner's General Contractor for the Project.
4. Defendant assigned a Purchase Order No. 4806 to its agreement with Plaintiff.
5. Attached as Exhibit B are copies of Plaintiff's bills of lading dated June 28, 2006 and

June 29, 2006 showing 16 trusses (plus other steel material) shipped to Defendant for galvanizing.

6. Attached as Exhibit C are Defendant's invoices to Plaintiff for the cost of galvanizing the trusses.
7. Attached as Exhibit D is a copy of the material certifications for the galvanized steel sent Plaintiff by Defendant which shows Plaintiff's purchase order assigned to it by Defendant and indicating that the galvanized steel was shipped via Brown's on July 25, 2006 and July 28, 2006.
8. Attached as Exhibit E is a copy of the shipping orders for the galvanized fabricated trusses shipped by Defendant F.O.B. 819 West 88<sup>th</sup> Street, Chicago, Illinois 60620-2668 to the Jobsite on or about July 25, 2006.
9. When the galvanized fabricated steel trusses were delivered to the Jobsite they were found to be damaged, as evidenced by Exhibit E and the Receiving Inspection Report from the Owner, which Report is attached hereto as Exhibit F.
10. Plaintiff was under contract with Lakehead to manufacture these trusses to the engineers' specifications and deliver them to the Jobsite undamaged and ready to be used for their intended purpose.
11. The Owner, upon discovering the defective trusses, was concerned about their competency and required load testing and other testing be performed to determine their integrity.
12. The cost of the truss test procedure required to load test each of the trusses together with the costs associated with the repair of the trusses, including the bad welds, was

\$269,556.82. Lakehead subsequently deducted this amount from the amount due it under its contract with Plaintiff.

**COUNT I  
BREACH OF CONTRACT**

13. Plaintiff realleges and incorporates Items 1 through 12 above as though fully set forth herein and further alleges:
14. Defendant breached its agreement with Plaintiff by delivering Plaintiff's galvanized trusses to the Jobsite in a defective and damaged condition requiring repairs and load testing to each truss to Plaintiff's detriment in the amount of \$269,556.82.
15. Plaintiff performed all of the terms and conditions required of it under its agreement with Defendant.

**COUNT II  
BREACH OF IMPLIED WARRANTIES**

16. Plaintiff realleges and incorporates Items 1 through 15 above as though fully set forth herein and further alleges:
17. The galvanizing to be performed by Defendant to Plaintiff's trusses and other steel material shipped to Defendant by Plaintiff constituted a product under the Illinois Uniform Commercial Code ("Code").
18. The galvanized fabricated trusses delivered to the Jobsite by the Defendant were subject to the implied warranty of merchantability prescribed by the Code because Defendant held itself out as a merchant of galvanized steel products.
19. The galvanized trusses delivered to the Jobsite by Defendant were subject to the implied warranty of fitness for a particular purpose prescribed by the Code, because the

Defendant knew of the particular purpose for which the galvanized trusses were being used and further, Defendant knew that Plaintiff was relying on Defendant's expertise that the fabricated trusses, once galvanized, would be suitable for the purpose intended by Plaintiff.

20. Defendant breached its warranties of merchantability and fitness for a particular purpose to Plaintiff by delivering Plaintiff's galvanized steel trusses to the Jobsite in a defective and damaged condition.

### **COUNT III DAMAGES**

21. Plaintiff realleges and incorporates Items 1 through 20 above as though fully set forth herein and further alleges:
22. Because of Defendant's breaches of contract and breaches of warranty, Plaintiff has sustained substantial and extensive losses in the following amounts: excess costs incurred in load testing each of the trusses as well as repairing each of the trusses in the amount of \$269,556.82.
23. As a direct result of the breaches of warranty by Defendant, Plaintiff has sustained total damages, and has the right to recover the amount, of \$269,556.82 together with interest.
24. Although demand has been made on Defendant to pay the amount of Plaintiff's damages, Defendant has refused to pay any portion of it.

### **JURY TRIAL DEMAND**

Plaintiff demands trial by jury.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment against Defendant in the sum of \$269,556.82, plus costs and disbursements, and for such other legal and equitable relief as the Court deems just and appropriate.

Dated: May 30, 2008.

KENNETH D. BUTLER, LTD.

By Kenneth D. Butler

Kenneth D. Butler, (MN #13791)  
11 East Superior Street, #555  
Duluth, Minnesota 55802  
Telephone: (218) 625-2264

Attorney for Plaintiff

Tagging/Stamping

Slip coefficients

Will Marking Paint?

Black on sides of Beams

Marking besides soapstone?

3-4" Bow for Joist

Tank

54 54 Deep

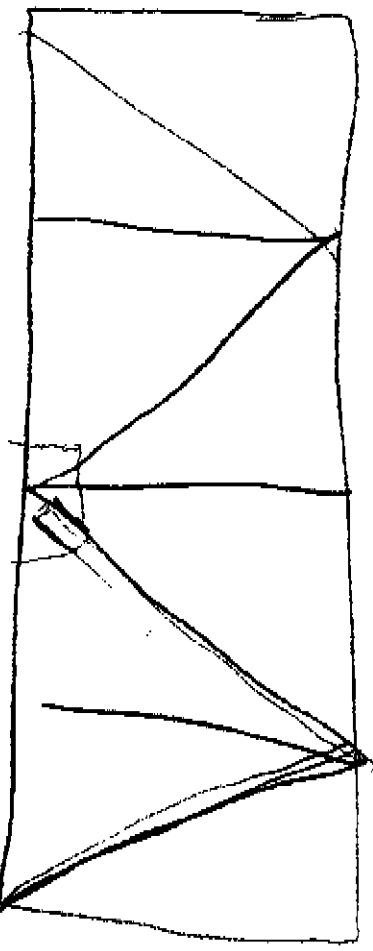
Will Warp

Wave like

6% weight gain

# EXHIBIT A

8'-6"



1' Deep

Fax - 773-7887100  
1-888-651-2504

Reliable - ~~Date~~

- Mike

Qs Inspections

1/16

~~1/16~~

1-800-Hot spec

Tech support

Galv w/coal

0.15/16

includes

trusses

FOHM 12254 RAPIDEORMS, INC. THOROFARE, NJ 08086-9499

4



Northshore Steel, Inc.  
1528 HWY 2  
TWO HARBORS, MN 55616  
PHONE (218) 834-2485  
FAX (218) 834-6162

SHIPPING TICKET  
Ticket No: 4801  
Our Job No: 4806  
Page 1 of 2  
Ship Date: 06-28-06

Project Name: CONSUMERS ENERGY  
\*\*\*\*\* Sold to \*\*\*\*\*  
LAKEHEAD CONSTRUCTORS, INC.  
2916 HILL AVE  
SUPERIOR, WI 54880

\*\*\*\*\* Ship to \*\*\*\*\*  
CONSUMERS ENERGY  
HOLLAND, MI

Ship Via: JEFF FOSTER  
Remark:

Total Shipment Weight: 40,060 lbs.

QTY		MARK	SEQ	DESCRIPTION	LENGTH	WEIGHT	
						EACH	TOTAL
7	2102-1			PL 5/16 x 18 1/8	1' 10 7/8	37	258
10	2102-2			PL 5/16 x 17 3/8	1' 11 3/8	36	361
7	2102-3			PL 5/16 x 17 3/8	1' 9	32	227
12	2102-4			PL 5/16 x 16 1/16	1' 6 3/4	27	321
18	2102-5			PL 5/16 x 15 7/8	1' 5 1/2	25	444
12	2102-6			PL 5/16 x 14 11/16	1' 5 3/8	23	272
24	2103-1			L 3 x 3 x 3/16	6' 6	24	579
16	2103-2			L 3 x 3 x 1/4	6' 0 3/16	29	472
24	2103-3			L 3 x 3 x 3/16	6' 0 3/16	22	536
28	2103-4			L 3 x 3 x 1/4	6' 1 7/8	30	845
4	2103-5			L 3 x 3 x 1/4	6' 6	32	127
14	2109-1			L 2 1/2 x 2 1/2 x 1/4	6' 9 3/4	28	391
20	2109-3			L 2 1/2 x 2 1/2 x 1/4	6' 5 3/16	26	527
14	2109-5			L 2 1/2 x 2 1/2 x 1/4	6' 7 5/8	27	381
12	2110-1			PL 5/16 x 9 11/16	1' 5 7/8	15	185
14	2110-2			BAR 5/16 x 4	1' 5 1/2	6	87
18	2110-3			PL 5/16 x 10 1/2	1' 5 1/2	16	294
10	2110-4			BAR 5/16 x 4	1' 6	6	64
12	2110-5			PL 5/16 x 10 1/4	1' 6 1/8	17	198
2	2111-1			PL 5/16 x 10 15/16	1' 6 1/16	18	35
1	2111-2			BAR 5/16 x 4	1' 6	6	6
2	2111-3			PL 5/16 x 9 1/16	1' 7 1/16	15	31
4	2111-4			PL 5/16 x 8 1/8	1' 9 3/4	16	63
2	2111-5			BAR 5/16 x 4	1' 7	7	13
4	2111-6			PL 5/16 x 10 13/16	1' 5 1/16	16	66
2	2111-7			PL 5/16 x 9 1/2	1' 6 3/4	16	32
1	2111-8			BAR 5/16 x 4	1' 5 1/2	6	6
2	2111-9			PL 5/16 x 9 15/16	1' 5 5/8	16	31
1	2127-1			TRUSS		3,599	3,599
1	2128-1			TRUSS		4,659	4,659
1	2129-1			TRUSS		4,659	4,659
1	2130-1			TRUSS		3,873	3,873
1	2131-1			TRUSS		3,874	3,874
1	2133-1			TRUSS		3,883	3,883
1	2134-1			TRUSS		4,245	4,245

NAME IN FULL

Received By: \_\_\_\_\_

Date: \_\_\_\_\_

Northshore Steel, Inc.  
 1528 HWY 2  
 TWO HARBORS, MN 55616  
 PHONE (218) 834-2485  
 FAX (218) 834-6162

SHIPPING TICKET  
 Ticket No: 4801  
 Our Job No: 4806  
 Page 2 of 2  
 Ship Date: 06-28-06

Project Name: CONSUMERS ENERGY  
 \*\*\*\*\* Sold to \*\*\*\*\*  
 LAKEHEAD CONSTRUCTORS, INC.  
 2916 HILL AVE  
 SUPERIOR, WI 54880

\*\*\*\*\* Ship to \*\*\*\*\*  
 CONSUMERS ENERGY  
 HOLLAND, MI

Ship Via: JEFF FOSTER  
 Remark:

Total Shipment Weight: 40,060 lbs.

QTY	MARK	SEQ	DESCRIPTION	LENGTH	WEIGHT	EACH	TOTAL
1	2135-1		TRUSS			4,245	4,245
4	2407-2		PL 1/2 x 8 1/2	1' 6		22	87
4	2407-3		PL 1/2 x 7 1/2	1' 0		13	51
8	2407-4		BAR 1/2 x 2 1/2	1' 0		4	34

NAME IN FULL

Received By:

Date:

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

4

Northshore Steel, Inc.  
1528 HWY 2  
TWO HARBORS, MN 55616  
PHONE (218) 834-2485  
FAX (218) 834-6162

SHIPPING TICKET  
Ticket No: 4802  
Our Job No: 4806  
Page 1 of 2  
Ship Date: 06-29-06

Project Name: CONSUMERS ENERGY

\*\*\*\*\* Sold to \*\*\*\*\*

\*\*\*\*\* Ship to \*\*\*\*\*  
RELIABLE GALVANIZING  
819 WEST 88TH STREET  
CHICAGO, IL 60620

Ship Via: jeff foster

Total Shipment Weight: 26,932 lbs.

Remark:

QTY	MARK	SEQ	DESCRIPTION	LENGTH	WEIGHT	EACH	TOTAL
2	2105-1		PL 5/16 x 16 7/8	1' 5 3/4	27	53	
1	2105-10		PL 5/16 x 17 3/8	1' 9	32	32	
1	2105-11		PL 5/16 x 16	2' 8 1/4	46	46	
1	2105-12		PL 5/16 x 17 1/2	1' 9	33	33	
2	2105-2		PL 5/16 x 7 3/16	2' 3	17	35	
2	2105-3		PL 5/16 x 9	1' 11 1/8	19	37	
2	2105-4		PL 5/16 x 15 15/16	1' 7 1/16	27	54	
2	2105-5		PL 5/16 x 16 5/16	1' 7 1/16	28	55	
2	2105-6		PL 5/16 x 6 1/8	2' 3 1/2	15	30	
2	2105-7		PL 5/16 x 9 3/16	1' 9 5/8	18	35	
2	2105-8		PL 5/16 x 15 1/16	1' 7 3/16	26	51	
1	2105-9		PL 5/16 x 16 1/2	2' 5 7/8	44	44	
2	2107-1		PL 5/16 x 20 3/4	1' 10 1/16	41	81	
2	2107-2		PL 5/16 x 14 1/2	1' 8 1/16	26	52	
2	2107-3		PL 5/16 x 16 5/16	1' 7 3/8	28	56	
2	2107-4		PL 5/16 x 16	1' 6 7/8	27	54	
2	2107-5		PL 5/16 x 16 1/16	1' 6 11/16	27	53	
1	2107-6		PL 5/16 x 15 1/2	2' 10 1/8	47	47	
1	2107-7		PL 5/16 x 16 15/16	2' 10	51	51	
1	2107-8		PL 5/16 x 17 3/8	1' 9	32	32	
1	2107-9		PL 5/16 x 17 1/2	1' 10 1/8	34	34	
2	2114-1		PL 5/16 x 10 5/8	1' 5 3/8	16	33	
1	2114-10		BAR 5/16 x 4	1' 10	8	8	
2	2114-2		PL 5/16 x 16 7/16	1' 5 3/8	25	51	
2	2114-3		PL 5/16 x 13 3/16	1' 4 11/16	20	39	
2	2114-4		PL 5/16 x 10 7/8	1' 1 3/16	13	26	
2	2114-5		PL 5/16 x 10 13/16	0' 11 3/4	11	23	
2	2114-6		PL 5/16 x 10 13/16	1' 6 3/16	17	35	
1	2114-7		BAR 5/16 x 4	1' 8	7	7	
1	2114-8		BAR 5/16 x 4	1' 7	7	7	
1	2114-9		BAR 5/16 x 4	1' 6	6	6	
2	2115-1		PL 5/16 x 15 1/8	1' 4 13/16	23	45	
2	2115-2		PL 5/16 x 10 1/8	1' 3 1/8	14	27	
4	2115-3		PL 5/16 x 9 1/16	1' 10 13/16	18	74	
1	2115-4		PL 5/16 x 17 3/8	1' 11 1/2	36	36	

NAME IN FULL

Received By: \_\_\_\_\_

Date: \_\_\_\_\_

Northshore Steel, Inc.  
1528 HWY 2  
TWO HARBORS, MN 55616  
PHONE (218) 834-2485  
FAX (218) 834-6162

SHIPPING TICKET  
Ticket No: 4802  
Our Job No: 4806  
Page 2 of 2  
Ship Date: 06-29-06

Project Name: CONSUMERS ENERGY

\*\*\*\*\* Sold to \*\*\*\*\*

\*\*\*\*\* Ship to \*\*\*\*\*  
RELIABLE GALVANIZING  
619 WEST 88TH STREET  
CHICAGO, IL 60620

Ship Via: jeff foster

Total Shipment Weight: 26,932 lbs.

Remark:

QTY	MARK	SEQ	DESCRIPTION	LENGTH	WEIGHT	EACH	TOTAL
1	2115-3		BAR 5/16 x 4	2' 1	9		9
1	2117-1		PL 5/16 x 10 1/8	1' 5 5/16	16		16
2	2117-2		PL 5/16 x 10 1/8	1' 4 7/8	15		30
2	2117-3		PL 5/16 x 10 1/16	0'11 1/8	10		20
1	2117-4		PL 5/16 x 18 3/16	2' 0 3/4	40		40
1	2117-5		BAR 5/16 x 4	1' 6	6		6
1	2117-6		PL 5/16 x 9 11/16	0'11 9/16	10		10
1	2120-1		TRUSS		3,168		3,168
1	2121-1		TRUSS		3,093		3,093
1	2122-1		TRUSS		3,312		3,312
1	2123-1		TRUSS		3,312		3,312
1	2124-1		TRUSS		2,526		2,526
1	2125-1		TRUSS		2,526		2,526
1	2126-1		TRUSS		3,599		3,599
1	2132-1		TRUSS		3,883		3,883

=====

AME IN FULL

Received By: \_\_\_\_\_

Date: \_\_\_\_\_

**RELIABLE GALVANIZING CO.**

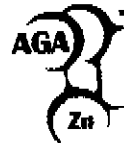
819 W. 88th Street Chicago, Illinois 60620-2668

Phone (773) 651-2500

FAX (773) 488-7100

email: info@reliablegalvanizing.com

American Galvanizers Association



INVOICE #: 20192

Page 1

**EXHIBIT C**

Terms: 1/2 of 1% 10 Days net 30 Days

PURCHASE ORDER NO.	DATE INVOICED	FREIGHT	F.O.B.	SHIPPED VIA
4806	07/25/06	COLLECT	819 W. 88TH STREET CHICAGO, ILL. 60620-2668	BROWN'S

NOR011

NORTH SHORE STEEL INC.

SOLD TO  
P.O. BOX 247

TWO HARBORS, MN 55616

 S  
H  
I  
P  
T  
O  
 CONSUMER ENERGY  
 J.H. CAMPBELL COMPLEX  
 17000 CROSWELL  
 WEST OLIVE, MI 49460

No. of PCS.	DESCRIPTION	WEIGHT	PRICE PER CWT	AMOUNT
1	GALV. FABRICATED STEEL PARTIAL ORDER	35,100	15.00	5,265.00
Entered				
		35,100		5,265.00

PAY THIS AMOUNT →

THE GOODS OR SERVICES COVERED BY THIS INVOICE ARE FURNISHED IN COMPLIANCE WITH THE REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT OF 1938 AS AMENDED.  
 CLAIMS MUST BE MADE WITHIN 10 DAYS AFTER DELIVERY. MERCHANDISE NOT TO BE RETURNED WITHOUT OUR PERMISSION.

INVOICE

Invoice  
 Not Here  
 8/13 6025  
 8/31 3422



Member American Galvanizers Association

**RELIABLE GALVANIZING CO.**

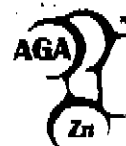
819 W. 88th Street Chicago, Illinois 60620-2668

Phone (773) 651-2500

FAX (773) 488-7100

email: info@reliablegalvanizing.com

American Galvanizers Association



INVOICE #: 20193

Page 1

Terms: 1/2 of 1% 10 Days net 30 Days

PURCHASE ORDER NO.	DATE INVOICED	FREIGHT	F.O.B.	SHIPPED VIA
4806	07/25/06	COLLECT	819 W. 88TH STREET CHICAGO, ILL. 60620-2668	BROWN'S

VOR011

SOLD TO  
NORTH SHORE STEEL INC.  
P.O. BOX 247  
TWO HARBORS, MN 55616

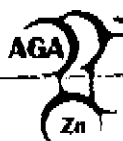
SHIP TO  
CONSUMER ENERGY  
J.H. CAMPBELL COMPLEX  
17000 CROSWELL  
WEST OLIVE, MI 49460

No. of PCS.	DESCRIPTION	WEIGHT	PRICE PER CWT	AMOUNT
1	GALV. FABRICATED STEEL PARTIAL ORDER	27,460	15.00	4,119.00
Entered				
		27,460		4,119.00

PAY THIS AMOUNT →

THE GOODS OR SERVICES COVERED BY THIS INVOICE ARE FURNISHED IN COMPLIANCE WITH THE REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT OF 1938 AS AMENDED.  
CLAIMS MUST BE MADE WITHIN 10 DAYS AFTER DELIVERY. MERCHANDISE NOT TO BE RETURNED WITHOUT OUR PERMISSION.

INVOICE



Member American Galvanizers Association

09/26/2006 01:19 PM 0490F\_50940

RELIABLE MEETS ALL YOUR GALVANIZING NEEDS

819 WEST 88TH STREET  
CHICAGO, IL 60620  
Phone: 773-651-2500  
Fax: 773-488-7100

**Reliable Galvanizing  
Co.**

EXHIBIT D

**Fax**

To: MR. DAVID LARSON

From: KAWATA DIXON

NORTHSHORE STEEL, INC.

Fax: 218-834-8182

Date: August 2, 2006

Phone: 218-834-2485

Pages: 4

Re: MATERIAL CERTIFICATIONS

CC:

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Mr. Larson:

Attached please find the material certifications for the galvanized steel shipped via Brown's on 7/25/06 and 7/28/06. Please contact us if you need anything more.

We appreciate your business!

Sincerely yours,

Kavata Dixon





819 WEST 88TH STREET  
CHICAGO, ILLINOIS 60619  
(773) 657-7000  
FAX: (773) 488-7100

email: info@reliablegalv.com

## RELIABLE GALVANIZING CO.

### WE CERTIFY THAT

### OUR INVOICE

1 PIECES OF PART GALV FABRICATED STEEL

PIECES OF PART

PIECES OF PART

PIECES OF PART

PIECES OF PART

PIECES OF PART

PIECES OF PART

PIECES OF PART

PIECES OF PART

PIECES OF PART

PURCHASE ORDER # NORTH SHORE STEEL INC. # 4806

HAVE BEEN GALVANIZED IN ACCORDANCE WITH ASTM SPECIFICATION #: A-123

Plant Manager

Subscribed and sworn to before me on:

07/25/06

Notary Public



Member-American Galvanizers Association

RELIABLE MEETS ALL YOUR GALVANIZING NEEDS



RELIABLE GALVANIZING CO.

819 WEST 88TH STREET  
CHICAGO, ILLINOIS 60620-2668  
(773) 651-2500  
FAX: (773) 488-7100

email: info@reliablegalvanizing.com

WE CERTIFY THAT

OUR INVOICE # 12345

1	PIECES OF PART	GALV. FABRICATED STEEL
	PIECES OF PART	
	PIECES OF PART	
	PIECES OF PART	
	PIECES OF PART	
	PIECES OF PART	
	PIECES OF PART	
	PIECES OF PART	
	PIECES OF PART	
	PIECES OF PART	
	PIECES OF PART	

PURCHASE ORDER # NORTH SHORE STEEL INC. # 4806

HAVE BEEN GALVANIZED IN ACCORDANCE WITH ASTM SPECIFICATION #: A-123

Plant Manager

Subscribed and sworn to before me on:

07/25/06

Notary Public



Member-American Galvanizers Association  
RELIABLE MEETS ALL YOUR GALVANIZING NEEDS



RELIABLE GALVANIZING CO.

819 WEST 88TH STREET  
CHICAGO, ILLINOIS 60620-2008  
(773) 651-2500  
FAX: (773) 465-7100  
email: info@reliablegalvanizing.com

WE CERTIFY THAT

OUR INVOICE #

1 PIECES OF PART GALV. FABRICATED STEEL

PIECES OF PART

PIECES OF PART

PIECES OF PART

PIECES OF PART

PIECES OF PART

PIECES OF PART

PIECES OF PART

PIECES OF PART

PIECES OF PART

PURCHASE ORDER # NORTH SHORE STEEL INC. # 4806

HAVE BEEN GALVANIZED IN ACCORDANCE WITH ASTM SPECIFICATION #: A-123

Plant Manager

Subscribed and sworn to before me on:

07/28/06

Notary Public



Member-American Galvanizers Association

RELIABLE MEETS ALL YOUR GALVANIZING NEEDS

TOTAL P.04

Uniform Domestic Straight Bill of Lading adopted by Carriers in Official, Southern, Western and Illinois Classification Territories, March 15, 1922, as amended August 1, 1930 and June 15, 1941.

**UNIFORM STRAIGHT BILL OF LADING  
THIS SHIPPING ORDER**

must be legibly filled in, in ink, Indelible Pencil, or in Carbon and retained by the Agent.

**EXHIBIT E**

INVOICE # 20192

COMPANY

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading

Page 1

**FROM RELIABLE GALVANIZING CO.**

PURCHASE ORDER NO. 4906	DATE SHIPPED 07-25-06	FREIGHT COLLECT	P.O.B. 819 W. 88TH STREET CHICAGO, ILL 60620-2448	CARRIER BROWN'S
----------------------------	--------------------------	--------------------	---	--------------------

NOR011

RELEASE  
TO

NORTH SHORE STEEL, INC.

P.O. BOX 247

TWO HARBORS, MN 55616

SHIP  
BY

CONSUMER ENERGY

J.H. CAMPBELL COMPLEX

17000 CROSWELL

NORTH OLIVE, MI 49460

No. of PCS.	DESCRIPTION	WEIGHT	Subject to Section 7, of Conditions of applicable Bill of Lading, if this shipment is to be delivered to the consignee without recourse to the carrier, the carrier shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
1	<p>549. FABRICATED STEEL</p> <p>PARTIAL ORDER</p> <p>DRINKER T</p> <p>LOADS MUST</p> <p>BOTH LOADS BE TARPED</p> <p>BENT ANGLES</p> <p>CONNECTIONS</p> <p><i>[Signature]</i></p>	35,100	<p>(Signature of Consignor)</p> <p>If charges are to be prepaid, write or stamp here, "To be Prepaid."</p> <p>Receipt of _____ is hereby acknowledged by the carrier on the property described herein.</p> <p>Agent of Carrier.</p> <p>By _____ (The signature here acknowledged only the amount prepaid.)</p> <p>Charges advanced: \$ _____</p>

Title to the property herein described shall be voided in the case of non-delivery to the carrier, who has been designated by the consignor to be the agent of the carrier, and thereupon all right of the consignor to the property or responsibility therefor (except the right of stoppage in transit) shall cease.  
Any claim for the damage, shortage or improper condition or non-conformity of property to description must be reported to the carrier within twenty-four (24) hours after arrival of property at destination, and consignor must be given due opportunity to investigate same. Failure to so report and permit investigation shall be conclusive evidence that the weight or count and condition of the property as specified in this bill of lading are correct, and that the property conforms to description, and the consignor may rely upon such evidence in making payment to its supplier or in accounting for said property to the owner thereof.

SHIPPER  
**RELIABLE GALVANIZING CO.**  
819 W. 88TH Street CHICAGO, ILLINOIS 60620-2448

PER *[Signature]* BROWN'S TH CARRYING AGENT

"This is to certify that the above named articles are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation."

**Consumers Energy**

Count on Us

**EXHIBIT F**

RIR #:

Truck Co.: Brown Trucking

Trailer #:

Storage Location: East side of 9A  
Gallery in lay down  
yard.

**RECEIVING  
INSPECTION REPORT**

DATE SHIPMENT RECEIVED 7-26-06

PICTURE NO. \_\_\_\_\_

**COMPONENT DESCRIPTION**

Truss section for 9A Gallery

North Shore Steel & Reliable Galvanizing

**INSPECTION FOR:**

SAT. UNSAT. N/A

A. SHIPPING PAPER PACKING LIST

☒ ☐ ☐

B. PECH MARK NUMBER

☒ ☐ ☐

C. REQUIRED COUNT

☒ ☐ ☐

D. VISIBLE DAMAGE TO ITEM(S) CONTAINER, PACKAGING, ETC.

☐ ☒ ☐

E. VISIBLE DAMAGE TO ITEM(S)

☐ ☒ ☐

REMARKS: (INCLUDING EXPLANATION OF ALL UNSATISFACTORY CONDITIONS)

Visible bending  
in diagonal bracing - cracked welds

STORAGE LEVEL REQUIRED (CIRCLE ONE): A B C SPECIAL

COLOR TAG APPLIED: RED ☐ NONE ☐

FOR UNSATISFACTORY INSPECTION REFER TO:

OVER, SHORT, AND DAMAGE REPORTS

INITIAL INSPECTION HAS BEEN  
PERFORMED

RECEIVING INSPECTOR

7-26-06

DATE

UNSATISFACTORY CONDITION HAS BEEN  
REPORTED

QC SUPERINTENDENT

DATE

THE CONSUMERS ENERGY REPRESENTATIVE HAS REVIEWED THE RIR AND IS AWARE OF ANY UNSATISFACTORY INSPECTION

CONSUMERS ENERGY REPRESENTATIVE

CONSTRUCTION MANAGER

7-26-06

DATE

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

NORTHSHORE STEEL, INC.	)	Civil Action No. 08cv2147
	)	
Plaintiff,	)	Judge Pallmeyer
	)	
vs.	)	Magistrate Judge Denlow
	)	
RELIABLE GALVANIZING	)	
COMPANY,	)	
	)	
Defendant.	)	

FILED

AFFIDAVIT OF SERVICE

JUN 02 2008 YM

STATE OF MINNESOTA )  
COUNTY OF ST. LOUIS ) ss.


MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT

Pamela K. Fifield, being first duly sworn on oath, states that on the 30<sup>th</sup> day of May, 2008  
she served the following:

1. Notice of Motion;
2. Plaintiff Northshore Steel, Inc.'s Rule 15 Motion to Amend Its Pleading and Memorandum in Support Thereof;
3. Proposed Agreed Order Granting Plaintiff's Motion to Amend Its Complaint;
4. Letter to the Clerk of Court,

on the following individual at the following address by depositing a true and correct copy thereof  
in the Federal Express dropbox, addressed as follows:

Lauren Spira, Esq.  
J. David Duffy, Esq.  
Thompson Coburn, LLP  
55 East Monroe Street, 40<sup>th</sup> Floor  
Chicago, Illinois 60603

  
Pamela K. Fifield

Subscribed and sworn to before  
me this 30<sup>th</sup> day of May, 2008.

  
Notary Public

